


day. My employment with Apollo includes the time period of July, 2008 which coincides with the incident made the basis of this suit.

3. Apollo is a Texas corporation with its primary business located in the State of Texas. It has administrative offices in Beaumont and Galveston, Texas.

4. Apollo does not conduct business or otherwise reside within the State of Tennessee. Apollo does not maintain a registered agent for service, an office, bank account, property or any employees in the State of Tennessee. All of the work that Apollo did for URS related to this lawsuit occurred in Texas. The contract between Apollo and URS was negotiated and executed in Texas. Payment from URS was received by Apollo in Texas.

5. Further, the contract between URS and Apollo includes provisions of the prime contract (the contract between Eastman and URS) that are applicable to Apollo. The venue provision in the prime contract is not attached to the Apollo/URS contract. Based on my understanding of the contract and Apollo's previous contracts with URS, the venue provision in the prime contract is not applicable to Apollo under its contract with URS. At the time the contract between Apollo and URS was executed, a copy of the prime contract was not provided to Apollo nor incorporated in its entirety to the Apollo/URS contract.

SIGNED on this the 10th day of November, 2010.


Sandy Elms
Pres., Apollo Environmental Strategies, Inc.

Subscribed and sworn to before me, the undersigned notary public, on this the 10 day of Nov., 2010.




Notary Public
State of Texas